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8 CVS HEALTH SOLUTIONS LLC

9 **UNITED STATES DISTRICT COURT**  
10 **CENTRAL DISTRICT OF CALIFORNIA – WESTERN DIVISION**  
11

12 STATE FARM GENERAL INSURANCE  
13 COMPANY,

14 Plaintiff,

15 v.

16 CVS HEALTH SOLUTIONS LLC, a Delaware  
17 corporation, and DOES 1-20, Inclusive,

18 Defendants.  
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**Case No.:**

**DEFENDANT CVS HEALTH  
SOLUTIONS LLC’S NOTICE OF  
REMOVAL**

Complaint Filed: April 26, 2022

**TO THE UNITED STATES DISTRICT COURT FOR THE CENTRAL DISTRICT  
OF CALIFORNIA AND TO THE PARTIES, BY AND THROUGH THEIR COUNSEL OF  
RECORD:**

PLEASE TAKE NOTICE that, pursuant to 28 U.S.C. §§ 1441(b), Defendant CVS HEALTH SOLUTIONS, LLC, hereby removes to this United States District Court, the state court action filed on April 26, 2022, by Plaintiff STATE FARM GENERAL INSURANCE COMPANY (“Plaintiff”) against Defendant CVS HEALTH SOLUTIONS LLC (“Defendant”) and DOES 1-20, in the Superior Court of the State of California, County of Los Angeles (“State Court”), entitled *State Farm vs. CVS Health, et al.* - Case No. 22CHCV00288 (“State Court Action”). Removal of this case is authorized under 28 U.S.C. § 1441(b) based upon the following facts:

**STATEMENT OF JURISDICTION**

1. Under 28 U.S.C. § 1332, this Court has original jurisdiction of this civil action based on diversity of citizenship of the parties and where the amount in controversy exceeds \$75,000. As set forth below, this case meets all of § 1332(a)’s requirements for removal and is timely and properly removed by the filing of this Notice pursuant to 28 U.S.C. § 1441(b).

**VENUE FOR REMOVAL**

2. The action was filed in the Los Angeles County Superior Court. This case is properly removed to the United States District Court for the Central District of California because this Court sits in the same locale as where the state court action was filed. (*See* 28 U.S.C. § 1441(a).)

**PLEADINGS, PROCESS AND ORDERS**

3. On April 26, 2022, Plaintiff filed a Complaint against Defendant and DOES 1-20, in Los Angeles County Superior Court: *State Farm vs. CVS Health, et al.* - Case No. 22CHCV00288 (hereinafter, the “Complaint”). The Complaint asserts the following causes of action under California law: (1) Negligence; (2) Strict Products Liability; and (3) Breach of Implied Warranties. The Summons, Complaint, Civil Case Coversheet, Civil Case Addendum, Notice of Case Assignment, and First Amended General Order were served on Defendant’s registered agent for service on April 28, 2022.

4. Pursuant to 28 U.S.C. § 1446(a), the attached **Exhibit “1”** constitute all process, pleadings and orders served on Defendant or filed or received by Defendant in this action. To Defendant’s knowledge, no further process, pleadings, or orders related to this case have been filed in the Los Angeles County Superior Court or served by any party.

5. As of the filing of this Notice of Removal, no discovery or substantive proceedings have been conducted in the Superior Court.

**DIVERSITY JURISDICTION PURSUANT TO 28 U.S.C. § 1332(A)**

6. In order to qualify for diversity of citizenship jurisdiction, all of the named plaintiffs' citizenships *must* be completely diverse from all the named defendants' citizenships, excluding nominal, fraudulent and/or sham defendants. A corporation shall be deemed a citizen of any State by which it has been incorporated and of the State where it has its principal place of business.” (28 U.S.C. § 1332(c)(1).) Moreover, “the citizenship of a limited liability company ‘is determined by the citizenship of all of its members.’” (*D.B. Zwirn Special Opportunities Fund, L.P. v. Mehrotra* (1st Cir. 2011) 661 F3d 124, 125.) Diversity is lacking if *any* LLC member is a citizen of the same state as an opposing party. (*Id.* at 126-127.)

7. Here, Complete diversity of citizenship existed at the time the action was commenced in state court and continues to exist at the time of the filing of this Notice of Removal. Complete diversity exists because:

a. Plaintiff State Farm General Insurance Company was a citizen of Illinois at the time the state action was filed as follows: Plaintiff alleges that it is a corporation, incorporated in the State of Illinois. (See Complaint ¶ 1.) According to Plaintiff’s most recent Statement of Information, filed with the California Secretary of State on December 30, 2021, Plaintiff’s principal executive office is located at One State Farm Plaza, Bloomington, Illinois, 61710. Therefore, Plaintiff is deemed a citizen of the State of **Illinois** for the purposes of diversity citizenship jurisdiction (28 U.S.C. § 1332(c)(1));

b. Defendant CVS Health Solutions, LLC was a citizen of Rhode Island at the time the state action was filed as follows: CVS Health Solutions, LLC, is a limited liability company incorporated in Delaware. CVS Health Solutions, LLC’s sole member is CVS

Pharmacy, Inc. CVS Pharmacy, Inc., is a corporation incorporated in Rhode Island, with its principal executive office located at 1 CVS Drive, Woonsocket, RI 02895. CVS Pharmacy, Inc.'s corporate headquarters are located in Woonsocket, Rhode Island, CVS Pharmacy, Inc.'s executive officers have their offices in Rhode Island, and CVS Pharmacy, Inc.'s principal place of business is in Rhode Island. Thus, CVS Health Solutions, LLC is deemed a citizen of the State of Rhode Island for diversity jurisdiction. (*D.B. Zwirn Special Opportunities Fund, L.P. v. Mehrotra* (1st Cir. 2011) 661 F3d 124, 125-126.)

b. Moreover, Plaintiff has filed suit against the wrong entity. Plaintiff's Compliant relates to property damage allegedly caused by christmas tree lights and/or power cord purchased at a CVS store. CVS Health Solutions, LLC, the only named Defendant, has no involvement in the sale, manufacture, or distribution of goods. Instead, to the extent that any liability exists, the proper defendant is CVS Pharmacy, Inc. As discussed above, CVS Pharmacy, Inc., is a citizen of Rhode Island, as it is incorporated in Rhode Island, with its principal place of business located at 1 CVS Drive, Woonsocket, RI 02895.

c. DOES 1 through 20 have not been named or served, and thus their consent is not required. (*Emrich v. Touche Ross & Co.*, 846 F.2d 1190, 1193 n.1 (9th Cir. 1988) [the requirement for consent applies "only to defendants properly joined and served in the action."]; *Salverson v. Western States Bankcard Ass'n*, 731 F.2d 1423, 1428 (9th Cir. 1984).)

8. Because no defendant has the same citizenship as Plaintiff, complete diversity of citizenship exists.

### **AMOUNT IN CONTROVERSY**

9. In addition to diversity of citizenship, "the matter in controversy [must] exceed[s] the sum or value of \$75,000, exclusive of interest and costs..." (28 U.S.C. § 1332(a)(1)). Here, Plaintiff's civil complaint seeks at least \$871,115.17 in damages - an amount that exceeds \$75,000.00. (See Exh. 1, Complaint at ¶¶ 18, 26 and 33.) Therefore, this Action meets the jurisdictional amount in controversy.

///

**TIMELINESS OF REMOVAL**

10. Plaintiff served the complaint on Defendant on April 28, 2022. Therefore, Defendant brings this Notice of Removal within thirty (30) days, as required by 28 U.S.C. § 1446(b).

**NOTICE TO STATE COURT AND PLAINTIFF'S COUNSEL**

11. Pursuant to [28 U.S.C. § 1446\(a\)](#), Defendant files this Notice in the District Court of the United States for the district and division within which the State Court Action is pending.

12. Pursuant to [28 U.S.C. § 1446\(d\)](#), a copy of this Notice with its attachments will promptly be served on Plaintiff in the State Court Action, and notice thereof will be filed with the clerk of the Los Angeles County Superior Court.

**CONCLUSION**

**WHEREFORE**, the State Court Action is removed from said state court to this Court, and removing Defendant prays that this Court proceed in this action pursuant to 28 U.S.C. § 1441 and other relevant and applicable law, as if this action had been originally filed in this Court, and that further proceedings in the state court action be stayed in all respects.

Dated: May 25, 2022

BORDIN SEMMER LLP

By: 

Joshua Bordin-Wosk  
Andrei V. Serpik  
Attorneys for Defendant,  
CVS HEALTH SOLUTIONS LLC

# **EXHIBIT 1**


**Service of Process Transmittal Summary**

**TO:** Service of Process  
 CVS HEALTH COMPANIES  
 1 CVS DR MAIL CODE 1160  
 WOONSOCKET, RI 02895-6146

**RE:** Process Served in California

**FOR:** CVS Health Solutions LLC (Domestic State: DE)

**ENCLOSED ARE COPIES OF LEGAL PROCESS RECEIVED BY THE STATUTORY AGENT OF THE ABOVE COMPANY AS FOLLOWS:**

**TITLE OF ACTION:** Re: STATE FARM GENERAL INSURANCE COMPANY // To: CVS Health Solutions LLC

**CASE #:** 22CHCV00288

**NATURE OF ACTION:** Property Damage Litigation

**PROCESS SERVED ON:** C T Corporation System, GLENDALE, CA

**DATE/METHOD OF SERVICE:** By Process Server on 04/28/2022 at 01:56

**JURISDICTION SERVED:** California

**ACTION ITEMS:** CT has retained the current log, Retain Date: 04/29/2022, Expected Purge Date: 05/04/2022

Image SOP

Email Notification, Service of Process service\_of\_process@cvs.com

Email Notification, Amy McLaren cls-ctsopsupport@wolterskluwer.com

**REGISTERED AGENT CONTACT:** C T Corporation System  
 330 N BRAND BLVD  
 STE 700  
 GLENDALE, CA 91203  
 800-448-5350  
 MajorAccountTeam1@wolterskluwer.com

The information contained in this Transmittal is provided by CT for quick reference only. It does not constitute a legal opinion, and should not otherwise be relied on, as to the nature of action, the amount of damages, the answer date, or any other information contained in the included documents. The recipient(s) of this form is responsible for reviewing and interpreting the included documents and taking appropriate action, including consulting with its legal and other advisors as necessary. CT disclaims all liability for the information contained in this form, including for any omissions or inaccuracies that may be contained therein.



## PROCESS SERVER DELIVERY DETAILS

**Date:** Thu, Apr 28, 2022  
**Server Name:** Victor Mendez

Entity Served	CVS HEALTH SOLUTIONS LLC
Case Number	22CHCV00288
Jurisdiction	CA

Inserts		





**SUMMONS  
(CITACION JUDICIAL)**

FOR COURT USE ONLY  
(SOLO PARA USO DE LA CORTE)

**NOTICE TO DEFENDANT:  
(AVISO AL DEMANDADO):**

CVS HEALTH SOLUTIONS LLC, a Delaware corporation, and DOES  
1-20, Inclusive,

**YOU ARE BEING SUED BY PLAINTIFF:  
(LO ESTÁ DEMANDANDO EL DEMANDANTE):**

STATE FARM GENERAL INSURANCE COMPANY

**NOTICE!** You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **¡AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), en el Centro de Ayuda de las Cortes de California, ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:  
(El nombre y dirección de la corte es): Chatsworth Courthouse  
9425 Penfield Avenue  
Chatsworth 91311

CASE NUMBER:  
(Número del Caso):

22CHCV00288

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:  
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):  
Watkins & Letofsky, LLP 2900 S Harbor Blvd., Suite 240 Santa Ana, CA 92704 949-476-9400

Sherri R. Carter Executive Officer / Clerk of Court

DATE: 04/26/2022  
(Fecha)

Clerk, by  
(Secretario)

S. Reyna

, Deputy  
(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)  
(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

**NOTICE TO THE PERSON SERVED: You are served**

1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of (specify):
3. ☒ on behalf of (specify): CVS Health Solutions LLC, a Delaware corporation  
under: ☒ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)  
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)  
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)  
☐ other (specify):
4. ☐ by personal delivery on (date):

[SEAL]



Assigned for all purposes to: Chatsworth Courthouse, Judicial Officer: Stephen Pfahler

1 Andrew De La Flor, Esq. (SBN 97511)  
2 WATKINS & LETOFSKY, LLP  
3 2900 S Harbor Boulevard, Suite 240  
4 Santa Ana, CA 92704  
5 Telephone: (949) 476-9400  
6 Facsimile: (949) 476-9407

7  
8 Attorney for Plaintiff, STATE FARM  
9 GENERAL INSURANCE COMPANY

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**FOR THE COUNTY OF LOS ANGELES, CHATSWORTH COURTHOUSE**

STATE FARM GENERAL INSURANCE  
COMPANY,

Plaintiff,

vs.

CVS HEALTH SOLUTIONS LLC, a Delaware  
corporation, and DOES 1-20, Inclusive,

Defendants.

**CASE NO.:**

[Unlimited Civil Case]

**SUBROGATION COMPLAINT FOR  
DAMAGES:**

1. Negligence
2. Strict Products Liability
3. Breach of Implied Warranties

COMES NOW PLAINTIFF, STATE FARM GENERAL INSURANCE COMPANY  
(hereinafter "Plaintiff"), who is informed and believes and thereon alleges, against the named  
Defendant and DOES 1-20, Inclusive, and each of them, as follows:

1. Plaintiff is a corporation organized and existing under the laws of the State of  
Illinois and is and was, at all times mentioned herein, qualified to do business in the State of  
California.

2. Defendant, CVS HEALTH SOLUTIONS LLC, a Delaware corporation  
(hereinafter "CVS HEALTH SOLUTIONS LLC"), at all times mentioned herein was  
conducting business in the State of California, on the date of loss.

3. Plaintiff is ignorant of the true names and capacities of the defendants sued herein

1 as DOES 1-20, Inclusive, and therefore sues these defendants by fictitious names. Plaintiff will  
2 amend this complaint to allege their true names and capacities when ascertained. Plaintiff is  
3 informed and believes and thereon alleges that at all times mentioned herein, each of the  
4 fictitiously named defendants is negligently or otherwise responsible in some manner, along  
5 with the named defendants, for the occurrences herein alleged, and Plaintiff's damages as herein  
6 alleged were legally and proximately caused by that negligence or other wrongful acts and/or  
7 omissions and the negligence or other acts and/or omissions of both the named and fictitiously  
8 named defendants.

9 4. Plaintiff is informed and believes, and thereon alleges, that at all times herein  
10 mentioned, the defendants named in this action, as well as the fictitiously named defendants, and  
11 each of them, were agents and employees of the remaining defendants, and in doing the things  
12 hereinafter complained of, were acting within the course and scope of such agency and/or  
13 employment and with the knowledge and consent of the remaining defendants.

14 5. Jurisdiction of this court is proper because all acts and omissions alleged herein  
15 took place in the City of Northridge, County of Los Angeles, State of California.

16 6. At all times herein mentioned, Plaintiff alleges thereon that 17350 Raymer Street,  
17 Northridge, California 91325 ("subject property") was the private property owned by Plaintiff's  
18 Insured, Sergey Matevosyan.

19 7. On or about January 21, 2020, as a result of the improper and illegal acts or  
20 omissions to act by Defendants, CVS HEALTH SOLUTIONS LLC, and DOES 1-20, Inclusive,  
21 a fire loss occurred ("fire loss incident") at Plaintiff's Insured's subject property when his  
22 Christmas tree covered with multiple strands of Christmas lights ("subject Christmas lights")  
23 manufactured, designed, distributed, inspected, supplied, serviced, sold, installed and/or repaired  
24 by Defendants, CVS HEALTH SOLUTIONS LLC, and DOES 1-20, Inclusive, caught fire  
25 causing extensive damages. Plaintiff Insured, Mr. Matevosyan, owned the subject property for  
26 approximately two (2) years prior to the fire loss incident (2018). At approximately 9:00-10:00  
27 p.m. on the date of the loss, Mr. Matevosyan was home doing laundry when he heard some  
28 beeps thinking it was his dishwasher. He then discovered his Christmas tree was engulfed in

1 as DOES 1-20, Inclusive, and therefore sues these defendants by fictitious names. Plaintiff will  
2 amend this complaint to allege their true names and capacities when ascertained. Plaintiff is  
3 informed and believes and thereon alleges that at all times mentioned herein, each of the  
4 fictitiously named defendants is negligently or otherwise responsible in some manner, along  
5 with the named defendants, for the occurrences herein alleged, and Plaintiff's damages as herein  
6 alleged were legally and proximately caused by that negligence or other wrongful acts and/or  
7 omissions and the negligence or other acts and/or omissions of both the named and fictitiously  
8 named defendants.

9 4. Plaintiff is informed and believes, and thereon alleges, that at all times herein  
10 mentioned, the defendants named in this action, as well as the fictitiously named defendants, and  
11 each of them, were agents and employees of the remaining defendants, and in doing the things  
12 hereinafter complained of, were acting within the course and scope of such agency and/or  
13 employment and with the knowledge and consent of the remaining defendants.

14 5. Jurisdiction of this court is proper because all acts and omissions alleged herein  
15 took place in the City of Northridge, County of Ventura, State of California.

16 6. At all times herein mentioned, Plaintiff alleges thereon that 17350 Raymer Street,  
17 Northridge, California 91325 ("subject property") was the private property owned by Plaintiff's  
18 Insured, Sergey Matevosyan.

19 7. On or about January 21, 2020, as a result of the improper and illegal acts or  
20 omissions to act by Defendants, CVS HEALTH SOLUTIONS LLC, and DOES 1-20, Inclusive,  
21 a fire loss occurred ("fire loss incident") at Plaintiff's Insured's subject property when his  
22 Christmas tree covered with multiple strands of Christmas lights ("subject Christmas lights")  
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24 by Defendants, CVS HEALTH SOLUTIONS LLC, and DOES 1-20, Inclusive, caught fire  
25 causing extensive damages. Plaintiff Insured, Mr. Matevosyan, owned the subject property for  
26 approximately two (2) years prior to the fire loss incident (2018). At approximately 9:00-10:00  
27 p.m. on the date of the loss, Mr. Matevosyan was home doing laundry when he heard some  
28 beeps thinking it was his dishwasher. He then discovered his Christmas tree was engulfed in

1 flames. Mr. Matevosyan had purchased his Christmas tree in mid-December which came with a  
2 water basket and a stand. He purchased several strands of clear Christmas lights, he  
3 approximated at seven (7) boxes, from Defendants, CVS HEALTH SOLUTIONS LLC, which  
4 he placed on his Christmas tree. He stated he watered the tree at least once a week and his wife  
5 had also watered the tree. His wife was out of the country when the fire loss incident occurred.

6 8. On or about February 6, 2020, STATE FARM's Origin & Cause expert  
7 ("expert") conducted a preliminary investigation in the above-described fire loss incident and  
8 the expert provided the following information in the report: This fire was determined to have  
9 originated along the mid-south interior wall of the living room. All fire movement, fire  
10 intensity patterns, along with corresponding witness statements, and physical evidence revealed  
11 the fire's specific area along the mid-south interior wall encompassing a 6-foot Christmas tree.  
12 A complete excavation of the fire scene was conducted, which revealed evidence of a heavily  
13 fire damaged Christmas tree, arc faulting on the extension cord serving the Christmas lights and  
14 damaged remains of numerous Christmas lights. This fire's most probable cause was  
15 determined to have been a failure of the CVS brand Christmas lights or the CVS brand  
16 extension cord serving the Christmas lights.

17 9. On or about, February 6, 2020, STATE FARM's expert conducted a thorough  
18 investigation into the fire loss incident described above and provided the following information  
19 in the associated report: This fire was determined to have originated along the mid-south  
20 interior wall of the living room encompassing the Christmas tree. This fire's most probable  
21 cause was determined to have been a failure with the CVS brand Christmas Lights/extension  
22 cord. A detailed inspection revealed heavy charring affecting the surrounding wood flooring,  
23 which measured a 3 x 4- foot area. Fire damage was observed to have extended from the base  
24 of the walls surface to the ceiling spreading outward. In the debris pile in the north exterior  
25 elevation, I found numerous strands of Christmas lights, the remains of an extension cord, plug  
26 blades, fuses, and the charred remains of a Christmas tree. An analysis of all surrounding fire  
27 movement and fire intensity patterns were highly consistent within this fire's area of  
28 origination. The tree was approx. 6 feet high, contained a wood base or stand and the remains

1 of a water basin. Numerous strands of copper conductors, which were identified as being the  
2 remains of the Christmas lights were still attached to the base of the tree. Next, I examined the  
3 extension cord, which was the primary source of electrical power to the tree lights, which  
4 revealed that it was white in color and approx. 6-9 feet in length. Evidence of arc faulting was  
5 observed affecting the extension cord, thus indicating that the extension cord had either failed as  
6 a result of this fire burning into the energized conductor or an unknown type of failure. An  
7 inspection of the stranded copper conductors associated with the lights revealed evidence of arc  
8 faulting, thus indicating the Christmas tree lights had either failed or melted during the course of  
9 this rapid-fire development. After a complete analysis of the remains of the Christmas tree, the  
10 extension cord, and the Christmas lights, I concluded that this fire's cause, more probable than  
11 not and with a reasonable degree of certainty, was a direct result of a failure of the CVS Brand  
12 Christmas tree lights ("subject failed Christmas lights").

13 10. The fire loss incident described above was caused by the subject failed Christmas  
14 lights manufactured, designed, distributed, inspected, supplied, serviced, sold, installed and/or  
15 repaired by Defendants, CVS HEALTH SOLUTIONS LLC, and DOES 1-20, Inclusive. The  
16 fire loss incident resulted in extensive damage to the structure, the personal property and loss of  
17 use of Plaintiff's Insured's subject property.

18 11. Plaintiff's Insured had purchased property insurance with Plaintiff prior to the  
19 above-described fire loss incident. Plaintiff fulfilled its obligations pursuant to the insurance  
20 agreement ("the Policy") between Plaintiff and its Insured and Plaintiff reimbursed its Insured  
21 for the structure, personal property and loss of use damage from this fire loss incident.

22 12. Plaintiff, STATE FARM GENERAL INSURANCE COMPANY, is informed  
23 and believes, and thereon alleges, that the fire loss incident that occurred at Plaintiff's Insured's  
24 subject property from the subject failed Christmas lights was due to the improper actions and/or  
25 omissions to act of Defendants, CVS HEALTH SOLUTIONS LLC, and DOES 1-20, Inclusive.

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**FIRST CAUSE OF ACTION FOR NEGLIGENCE**

**[Against Defendants, CVS HEALTH SOLUTIONS LLC, a Delaware corporation, and  
DOES 1-20, Inclusive]**

13. Plaintiff incorporates by reference paragraphs 1 through 12 as though fully set forth herein.

14. Defendants, CVS HEALTH SOLUTIONS LLC, and DOES 1-20, Inclusive, had a duty to use reasonable care with respect to the manufacture, design, distribution, inspection, supply, service, sale, installation and/or repair of the subject failed Christmas lights.

15. Defendants, CVS HEALTH SOLUTIONS LLC, and DOES 1-20, Inclusive, negligently manufactured, designed, distributed, inspected, supplied, serviced, sold, installed and/or repaired the subject failed Christmas lights, and/or negligently failed to issue adequate instruction or warnings regarding the subject failed Christmas lights, such that the subject failed Christmas lights left Defendants' possession or control in a defective condition, with manufacturing and/or design defects and/or insufficient instruction or warning of safety hazards and/or installation instructions of the subject failed Christmas lights. A manufacturer, designer, distributor, inspector, supplier, servicer, seller, installer and/or repairer is negligent if it fails to use the amount of care in manufacturing, designing, distributing, inspecting, supplying, servicing, selling, installing and/or repairing the product that a reasonably careful manufacturer, designer, distributor, inspector, supplier, seller, installer and/or repairer would use in similar circumstances to avoid exposing others to a foreseeable risk of harm. In determining whether Defendants used reasonable care, a trier of fact shall balance what Defendants knew or should have known about the likelihood and severity of potential harm from the product against the burden of taking safety measures to reduce or avoid the harm.

16. The afore-described improper acts and/or omissions to act of Defendants, CVS HEALTH SOLUTIONS LLC and DOES 1-20, Inclusive, were the legal and proximate cause of damages to Plaintiff's Insured and to Plaintiff.

17. The afore-described improper acts and/or omissions to act of Defendants, CVS HEALTH SOLUTIONS LLC and DOES 1-20, Inclusive, were a substantial factor in causing harm

1 to Plaintiff's Insured and to Plaintiff.

2 18. As a result of the negligence of Defendants, CVS HEALTH SOLUTIONS LLC,  
 3 Plaintiff's Insured sustained at least \$871,115.17 in damages, and the damage amount is continuing  
 4 and will further be pled at the time of trial. Plaintiff indemnified its Insured for remediation, repairs,  
 5 replacement and/or loss of use of property and paid on behalf of its Insured the principal amount of  
 6 \$796,058.42 to date, and further monetary damages are expected and will be according to proof.  
 7 The principal amount includes Plaintiff's Insured's \$5,000.00 deductible, which is recoverable  
 8 under the Insured's respective policy of insurance and included under Coverage B. Plaintiff's  
 9 Insured was paid \$382,317.69 for dwelling damages under Coverage A; \$4,937.88 for damages  
 10 under Coverage A - Ext; \$200,085.16 for personal property damages under Coverage B;  
 11 \$200,175.42 for loss of use under Coverage C; and \$3,542.27 for Optional Policy Provision  
 12 damages. In addition, Plaintiff shall be seeking appropriate litigation costs of \$800.00 to date for  
 13 filing and service of this Complaint. Plaintiff is also seeking pre-judgment interest from the date of  
 14 each insurance payment through April 15, 2022, which totals \$74,256.75, to date and increasing  
 15 daily at a rate of seven percent (7%) per annum. Plaintiff is seeking pre-judgment interest on this  
 16 matter as a result of clear liability against the Defendants, who on behalf of themselves or via their  
 17 own insurance carrier could have handled the claim of Plaintiff's Insured, but instead required  
 18 Plaintiff's Insured to file a first-party insurance claim with its own insurance carrier, STATE  
 19 FARM GENERAL INSURANCE COMPANY. Thus, Plaintiff's damage claim to date is at least  
 20 \$871,115.17 and increasing daily. Plaintiff fulfilled its obligation pursuant to the insurance  
 21 agreement between Plaintiff and Plaintiff's Insured, for the property damage losses. Plaintiff now  
 22 seeks recovery, by way of a subrogation claim, for all damages Plaintiff paid to or on behalf of its  
 23 Insured plus other miscellaneous damages, costs, expert fees, and pre-judgment interest from the  
 24 date of loss, according to proof at trial.

25 **SECOND CAUSE OF ACTION FOR STRICT PRODUCTS LIABILITY**

26 **[Against Defendants, CVS HEALTH SOLUTIONS LLC; and DOES 1-20, Inclusive]**

27 19. Plaintiff incorporates by reference paragraphs 1 through 18 as though fully set forth  
 28 herein.



20. Defendants, CVS HEALTH SOLUTIONS LLC, and DOES 1-20, Inclusive, manufactured, designed, distributed, inspected, supplied, serviced, sold, installed and/or repaired the subject failed Christmas lights, such that the product contained manufacturing defects, insufficient instructions and/or warnings of potential safety hazards and/or design defects when the product left said Defendants' possession or control.

21. The subject failed Christmas lights contained a manufacturing defect (a product contains a manufacturing defect if the product differs from the manufacturers' designs or specifications or from other subject failed Christmas lights did not perform as safely as an ordinary consumer would have expected it to perform when used or misused in an intended or reasonably foreseeable way) or (Risk Benefit Test – once Plaintiff proves all of the following: 1. That Defendants manufactured/distributed/sold the product; 2. That Plaintiff was harmed; and 3. That the [product]'s design was a substantial factor in causing harm to Plaintiff then Plaintiff prevails unless Defendants prove that the benefits of the product's design outweigh the risks of the design considering (a) The gravity of the potential harm resulting from the use of the product; (b) The likelihood that this harm would occur; (c) The feasibility of an alternative safer design at the time of manufacture; (d) The cost of an alternative design; and (e) The disadvantages of an alternative design; and (f) Other relevant factors) when it left the possession of Defendants, CVS HEALTH SOLUTIONS LLC, and DOES 1-20, Inclusive, and failed to issue adequate instructions or warnings regarding the subject Christmas lights (1. That Defendants manufactured/ distributed/ inspected/ sold the product; 2. That the product had potential risks that were known or knowable in light of the scientific knowledge that was generally accepted in the scientific community at the time of manufacture/distribution/sale; 3. That the potential risks presented a substantial danger when the product is used or misused in an intended or reasonably foreseeable way; 4. That ordinary consumers would not have recognized the potential risks; 5. That Defendants failed to adequately warn or instruct of the potential risks; 6. That Plaintiff was harmed; and 7. That the lack of sufficient instructions or warnings was a substantial factor in causing Plaintiff's harm).

22. Plaintiff's Insured was the user of the subject failed Christmas lights.

23. At the time of the incident described herein, the product was being used in the

1 manner intended by Defendants, and/or in a reasonably foreseeable manner, and/or misused in a  
2 reasonably foreseeable manner.

3 24. The afore-described improper acts and/or omissions to act of Defendants, CVS  
4 HEALTH SOLUTIONS LLC and DOES 1-20, Inclusive, were the legal and proximate cause of  
5 damages to Plaintiff's Insured and to Plaintiff.

6 25. The afore-described improper acts and/or omissions to act of Defendants, CVS  
7 HEALTH SOLUTIONS LLC and DOES 1-20, Inclusive, were a substantial factor in causing harm  
8 to Plaintiff's Insured and to Plaintiff.

9 26. As a result of the strict products liability by Defendants, CVS HEALTH  
10 SOLUTIONS LLC, and DOES 1-20, Inclusive, Plaintiff's Insured sustained at least \$871,115.17 in  
11 damages, and the damage amount is continuing and will further be pled at the time of trial. Plaintiff  
12 indemnified its Insured for remediation, repairs, replacement and/or loss of use of property and paid  
13 on behalf of its Insured the principal amount of \$796,058.42 to date, and further monetary damages  
14 are expected and will be according to proof. The principal amount includes Plaintiff's Insured's  
15 \$5,000.00 deductible, which is recoverable under the Insured's respective policy of insurance and  
16 included under Coverage B. Plaintiff's Insured was paid \$382,317.69 for dwelling damages under  
17 Coverage A; \$4,937.88 for damages under Coverage A – Ext; \$200,085.16 for personal property  
18 damages under Coverage B; \$200,175.42 for loss of use under Coverage C; and \$3,542.27 for  
19 Optional Policy Provision damages. In addition, Plaintiff shall be seeking appropriate litigation  
20 costs of \$800.00 to date for filing and service of this Complaint. Plaintiff is also seeking pre-  
21 judgment interest from the date of each insurance payment through April 15, 2022, which totals  
22 \$74,256.75, to date and increasing daily at a rate of seven percent (7%) per annum. Plaintiff is  
23 seeking pre-judgment interest on this matter as a result of clear liability against the Defendants, who  
24 on behalf of themselves or via their own insurance carrier could have handled the claim of  
25 Plaintiff's Insured, but instead required Plaintiff's Insured to file a first-party insurance claim with  
26 its own insurance carrier, STATE FARM GENERAL INSURANCE COMPANY. Thus, Plaintiff's  
27 damage claim to date is at least \$871,115.17 and increasing daily. Plaintiff fulfilled its obligation  
28 pursuant to the insurance agreement between Plaintiff and Plaintiff's Insured, for the property

1 damage losses. Plaintiff now seeks recovery, by way of a subrogation claim, for all damages  
 2 Plaintiff paid to or on behalf of its Insured plus other miscellaneous damages, costs, expert fees, and  
 3 pre-judgment interest from the date of loss, according to proof at trial.

4 **THIRD CAUSE OF ACTION FOR BREACH OF IMPLIED WARRANTIES**

5 **[Against Defendants, CVS HEALTH SOLUTIONS LLC, a Delaware corporation, and**  
 6 **DOES 1-20, Inclusive]**

7 27. Plaintiff incorporates by reference paragraphs 1 through 26 as though fully set forth  
 8 herein.

9 28. Defendants, CVS HEALTH SOLUTIONS LLC, and DOES 1-20, Inclusive,  
 10 manufactured, designed, distributed, inspected, supplied, serviced, sold, installed and/or repaired  
 11 the subject failed Christmas lights, such that the product contained manufacturing defects,  
 12 insufficient instructions and/or warnings of potential safety hazards and/or design defects when the  
 13 product left said Defendants' possession or control.

14 29. As a result, Defendants, CVS HEALTH SOLUTIONS LLC, and DOES 1-20,  
 15 Inclusive, breached the implied warranty of merchantability. The subject failed Christmas lights,  
 16 were located and in use at Plaintiff's Insured's subject property, and at the time, Defendants, CVS  
 17 HEALTH SOLUTIONS LLC, and DOES 1-20, Inclusive, were in the business of manufacturing,  
 18 designing, distributing, inspecting, supplying, servicing, selling, installing and/or repairing these  
 19 goods and/or held itself out as having special knowledge or skill regarding these goods; subject  
 20 failed Christmas lights, were not of the same quality as those generally acceptable in the trade;  
 21 and/or was not fit for the ordinary purposes for which such goods are used.

22 30. As a result, Defendants, CVS HEALTH SOLUTIONS LLC, and DOES 1-20,  
 23 Inclusive, breached the Implied Warranty of Fitness for a Particular purpose. The subject failed  
 24 Christmas lights, were located and in use at Plaintiff's Insured's subject property and at the time,  
 25 Defendants, CVS HEALTH SOLUTIONS LLC, and DOES 1-20, Inclusive, knew or had reason to  
 26 know that consumers intended to use the subject failed Christmas lights, for a particular purpose  
 27 and that Plaintiff's Insured was relying on the skill and judgment of Defendants, CVS HEALTH  
 28 SOLUTIONS LLC, and DOES 1-20, Inclusive, to furnish Christmas lights that were suitable for

1 the particular purpose; and Plaintiff's Insured justifiably relied on Defendants, CVS HEALTH  
 2 SOLUTIONS LLC, and DOES 1-20, Inclusive, skill and judgment and that the subject Christmas  
 3 lights were not suitable for their particular purpose when they failed and caused a fire loss incident  
 4 loss at Plaintiff's Insured's subject property.

5 31. The afore-described improper acts and/or omissions to act of Defendants, CVS  
 6 HEALTH SOLUTIONS LLC and DOES 1-20, Inclusive, were the legal and proximate cause of  
 7 damages to Plaintiff's Insured and to Plaintiff.

8 32. The afore-described improper acts and/or omissions to act of Defendants, CVS  
 9 HEALTH SOLUTIONS LLC, and DOES 1-20, Inclusive, were a substantial factor in causing harm  
 10 to Plaintiff's Insured and to Plaintiff.

11 33. As a result of the breach of implied warranties by Defendants CVS HEALTH  
 12 SOLUTIONS LLC, and DOES 1-20, Inclusive, Plaintiff's Insured sustained at least \$871,115.17 in  
 13 damages, and the damage amount is continuing and will further be pled at the time of trial. Plaintiff  
 14 indemnified its Insured for remediation, repairs, replacement and/or loss of use of property and paid  
 15 on behalf of its Insured the principal amount of \$796,058.42 to date, and further monetary damages  
 16 are expected and will be according to proof. The principal amount includes Plaintiff's Insured's  
 17 \$5,000.00 deductible, which is recoverable under the Insured's respective policy of insurance and  
 18 included under Coverage B. Plaintiff's Insured was paid \$382,317.69 for dwelling damages under  
 19 Coverage A; \$4,937.88 for damages under Coverage A – Ext; \$200,085.16 for personal property  
 20 damages under Coverage B; \$200,175.42 for loss of use under Coverage C; and \$3,542.27 for  
 21 Optional Policy Provision damages. In addition, Plaintiff shall be seeking appropriate litigation  
 22 costs of \$800.00 to date for filing and service of this Complaint. Plaintiff is also seeking pre-  
 23 judgment interest from the date of each insurance payment through April 15, 2022, which totals  
 24 \$74,256.75, to date and increasing daily at a rate of seven percent (7%) per annum. Plaintiff is  
 25 seeking pre-judgment interest on this matter as a result of clear liability against the Defendants, who  
 26 on behalf of themselves or via their own insurance carrier could have handled the claim of  
 27 Plaintiff's Insured, but instead required Plaintiff's Insured to file a first-party insurance claim with  
 28 its own insurance carrier, STATE FARM GENERAL INSURANCE COMPANY. Thus, Plaintiff's

1 damage claim to date is at least \$871,115.17 and increasing daily. Plaintiff fulfilled its obligation  
 2 pursuant to the insurance agreement between Plaintiff and Plaintiff's Insured, for the property  
 3 damage losses. Plaintiff now seeks recovery, by way of a subrogation claim, for all damages  
 4 Plaintiff paid to or on behalf of its Insured plus other miscellaneous damages, costs, expert fees, and  
 5 pre-judgment interest from the date of loss, according to proof at trial.

### 6 PRAYER

7 WHEREFORE, Plaintiff prays for judgment against Defendants, CVS HEALTH  
 8 SOLUTIONS LLC, and DOES 1-20, Inclusive, as follows:

9 1. For all damages legally caused by Defendants' acts or omissions; in the amount of  
 10 \$871,115.17 and continuing, according to proof at trial;

Insurance Benefits to Date:	\$ 796,058.42
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Coverage A: Dwelling:	\$ 382,317.69
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Coverage A- Ext:	\$ 4,937.88
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Coverage B: Personal Property	\$ 205,085.16
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((\$5,000.00 Insured' deductible included in Coverage B)

Coverage C: Loss of Use	\$ 200,175.42
-------------------------	---------------

Optional Policy Provisions	\$ 3,542.27
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Approximate litigation costs to date:	\$ 800.00
---------------------------------------	-----------

7% Pre-judgment interest to date	<u>\$ 74,256.75</u>
----------------------------------	---------------------

<b>Total to date:</b>	<b>\$ 871,115.17</b>
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21 2. For continuing costs of suit incurred by Plaintiff herein;

22 3. For continuing expert fees;

23 4. For continuing pre-judgment interest according to proof; and

24 5. For any and all such relief as the court may deem just and proper.

25 ///

26 ///

27 ///

28 ///

1 Dated: April 26, 2022

Respectfully,

2 WATKINS & LETOFSKY, LLP

3  
4 ANDREW DE LA FLOR

5 Attorney for Plaintiff, STATE FARM  
6 GENERAL INSURANCE COMPANY

7 STF.1370-State Farm General Insurance Company v. CVS Health Solutions LLC, a Delaware corporation\\Complaint.doc

CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Andrew de la Flor, Esq. (97511) Watkins & Letofsky, LLP 2900 S Harbor Blvd., Suite 240 Santa Ana, CA 92704 TELEPHONE NO.: 949-476-9400 FAX NO.: 949-476-9407 ATTORNEY FOR (Name): Plaintiff, State Farm General Insurance Company		FOR COURT USE ONLY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES STREET ADDRESS: 9425 Penfield Avenue MAILING ADDRESS: CITY AND ZIP CODE: Chatsworth 91311 BRANCH NAME: Chatsworth Courthouse		
CASE NAME: STATE FARM v. CVS HEALTH SOLUTIONS, ET AL.		
<b>CIVIL CASE COVER SHEET</b> <input checked="" type="checkbox"/> <b>Unlimited</b> (Amount demanded exceeds \$25,000)	<input type="checkbox"/> <b>Limited</b> (Amount demanded is \$25,000 or less)	<b>Complex Case Designation</b> <input type="checkbox"/> <b>Counter</b> <input type="checkbox"/> <b>Joinder</b> Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)
		CASE NUMBER:
		JUDGE:
		DEPT:

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:

<b>Auto Tort</b> <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) <b>Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort</b> <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23) <b>Non-PI/PD/WD (Other) Tort</b> <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input checked="" type="checkbox"/> Other non-PI/PD/WD tort (35) <b>Employment</b> <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	<b>Contract</b> <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) <b>Real Property</b> <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) <b>Unlawful Detainer</b> <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) <b>Judicial Review</b> <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	<b>Provisionally Complex Civil Litigation</b> (Cal. Rules of Court, rules 3.400-3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) <b>Enforcement of Judgment</b> <input type="checkbox"/> Enforcement of judgment (20) <b>Miscellaneous Civil Complaint</b> <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) <b>Miscellaneous Civil Petition</b> <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
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2. This case ☐ is ☒ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- |  |  |
|--|--|
| a. <input type="checkbox"/> Large number of separately represented parties   | d. <input type="checkbox"/> Large number of witnesses  |
| b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. <input type="checkbox"/> Substantial amount of documentary evidence   | f. <input type="checkbox"/> Substantial postjudgment judicial supervision  |
3. Remedies sought (check all that apply): a. ☒ monetary b. ☐ nonmonetary; declaratory or injunctive relief c. ☐ punitive
4. Number of causes of action (specify): 3: Negligence; Strict Products Liability; Breach of Implied Warranties
5. This case ☐ is ☒ is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: April 26, 2022  
Andrew De La Flor, Esq.

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

**NOTICE**

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2



CM-010

## INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

**To Plaintiffs and Others Filing First Papers.** If you are filing a first paper (for example, a complaint) in a civil case, you must complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check **one** box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

**To Parties in Rule 3.740 Collections Cases.** A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

**To Parties in Complex Cases.** In complex cases only, parties must also use the *Civil Case Cover Sheet* to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

## CASE TYPES AND EXAMPLES

## Auto Tort

Auto (22)—Personal Injury/Property Damage/Wrongful Death  
Uninsured Motorist (46) (*if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto*)

## Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

Asbestos (04)  
Asbestos Property Damage  
Asbestos Personal Injury/Wrongful Death  
Product Liability (*not asbestos or toxic/environmental*) (24)  
Medical Malpractice (45)  
Medical Malpractice—Physicians & Surgeons  
Other Professional Health Care Malpractice  
Other PI/PD/WD (23)  
Premises Liability (e.g., slip and fall)  
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)  
Intentional Infliction of Emotional Distress  
Negligent Infliction of Emotional Distress  
Other PI/PD/WD

## Non-PI/PD/WD (Other) Tort

Business Tort/Unfair Business Practice (07)  
Civil Rights (e.g., discrimination, false arrest) (*not civil harassment*) (08)  
Defamation (e.g., slander, libel) (13)  
Fraud (16)  
Intellectual Property (19)  
Professional Negligence (25)  
Legal Malpractice  
Other Professional Malpractice (*not medical or legal*)  
Other Non-PI/PD/WD Tort (35)

## Employment

Wrongful Termination (36)  
Other Employment (15)

## Contract

Breach of Contract/Warranty (06)  
Breach of Rental/Lease  
Contract (*not unlawful detainer or wrongful eviction*)  
Contract/Warranty Breach—Seller Plaintiff (*not fraud or negligence*)  
Negligent Breach of Contract/Warranty  
Other Breach of Contract/Warranty  
Collections (e.g., money owed, open book accounts) (09)  
Collection Case—Seller Plaintiff  
Other Promissory Note/Collections Case  
Insurance Coverage (*not provisionally complex*) (18)  
Auto Subrogation  
Other Coverage  
Other Contract (37)  
Contractual Fraud  
Other Contract Dispute

## Real Property

Eminent Domain/Inverse Condemnation (14)  
Wrongful Eviction (33)  
Other Real Property (e.g., quiet title) (26)  
Writ of Possession of Real Property  
Mortgage Foreclosure  
Quiet Title  
Other Real Property (*not eminent domain, landlord/tenant, or foreclosure*)

## Unlawful Detainer

Commercial (31)  
Residential (32)  
Drugs (38) (*if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential*)

## Judicial Review

Asset Forfeiture (05)  
Petition Re: Arbitration Award (11)  
Writ of Mandate (02)  
Writ—Administrative Mandamus  
Writ—Mandamus on Limited Court Case Matter  
Writ—Other Limited Court Case Review  
Other Judicial Review (39)  
Review of Health Officer Order  
Notice of Appeal—Labor Commissioner Appeals

## Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)

Antitrust/Trade Regulation (03)  
Construction Defect (10)  
Claims Involving Mass Tort (40)  
Securities Litigation (28)  
Environmental/Toxic Tort (30)  
Insurance Coverage Claims (*arising from provisionally complex case type listed above*) (41)

## Enforcement of Judgment

Enforcement of Judgment (20)  
Abstract of Judgment (Out of County)  
Confession of Judgment (*non-domestic relations*)  
Sister State Judgment  
Administrative Agency Award (*not unpaid taxes*)  
Petition/Certification of Entry of Judgment on Unpaid Taxes  
Other Enforcement of Judgment Case

## Miscellaneous Civil Complaint

RICO (27)  
Other Complaint (*not specified above*) (42)  
Declaratory Relief Only  
Injunctive Relief Only (*non-harassment*)  
Mechanics Lien  
Other Commercial Complaint Case (*non-tort/non-complex*)  
Other Civil Complaint (*non-tort/non-complex*)

## Miscellaneous Civil Petition

Partnership and Corporate Governance (21)  
Other Petition (*not specified above*) (43)  
Civil Harassment  
Workplace Violence  
Elder/Dependent Adult Abuse  
Election Contest  
Petition for Name Change  
Petition for Relief From Late Claim  
Other Civil Petition



SHORT TITLE: STATE FARM v. CVS HEALTH SOLUTIONS, ET AL.

CASE NUMBER

**CIVIL CASE COVER SHEET ADDENDUM AND  
STATEMENT OF LOCATION  
(CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)**

This form is required pursuant to Local Rule 2.3 in all new civil case filings in the Los Angeles Superior Court.

**Step 1:** After completing the Civil Case Cover Sheet (Judicial Council form CM-010), find the exact case type in Column A that corresponds to the case type indicated in the Civil Case Cover Sheet.

**Step 2:** In Column B, check the box for the type of action that best describes the nature of the case.

**Step 3:** In Column C, circle the number which explains the reason for the court filing location you have chosen.

**Applicable Reasons for Choosing Court Filing Location (Column C)**

- |  |  |
|--|--|
| 1. Class actions must be filed in the Stanley Mosk Courthouse, Central District. | 7. Location where petitioner resides.  |
| 2. Permissive filing in central district.  | 8. Location wherein defendant/respondent functions wholly.   |
| 3. Location where cause of action arose.   | 9. Location where one or more of the parties reside.   |
| 4. Mandatory personal injury filing in North District.                           | 10. Location of Labor Commissioner Office.   |
| 5. Location where performance required or defendant resides.                     | 11. Mandatory filing location (Hub Cases – unlawful detainer, limited non-collection, limited collection, or personal injury). |
| 6. Location of property or permanently garaged vehicle.                          |  |

	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons (See Step 3 Above)
Auto Tort	Auto (22)	<input type="checkbox"/> A7100 Motor Vehicle - Personal Injury/Property Damage/Wrongful Death	1, 4, 11
	Uninsured Motorist (46)	<input type="checkbox"/> A7110 Personal Injury/Property Damage/Wrongful Death – Uninsured Motorist	1, 4, 11
Other Personal Injury/Property Damage/Wrongful Death Tort	Asbestos (04)	<input type="checkbox"/> A6070 Asbestos Property Damage <input type="checkbox"/> A7221 Asbestos - Personal Injury/Wrongful Death	1, 11 1, 11
	Product Liability (24)	<input type="checkbox"/> A7260 Product Liability (not asbestos or toxic/environmental)	1, 4, 11
	Medical Malpractice (45)	<input type="checkbox"/> A7210 Medical Malpractice - Physicians & Surgeons	1, 4, 11
		<input type="checkbox"/> A7240 Other Professional Health Care Malpractice	1, 4, 11
	Other Personal Injury Property Damage Wrongful Death (23)	<input type="checkbox"/> A7250 Premises Liability (e.g., slip and fall) <input type="checkbox"/> A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.) <input type="checkbox"/> A7270 Intentional Infliction of Emotional Distress <input type="checkbox"/> A7220 Other Personal Injury/Property Damage/Wrongful Death	1, 4, 11 1, 4, 11 1, 4, 11 1, 4, 11

SHORT TITLE: STATE FARM v. CVS HEALTH SOLUTIONS, ET AL.	CASE NUMBER
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	A Civil Case Cover Sheet Category No	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Non-Personal Injury/Property Damage/Wrongful Death Tort	Business Tort (07)	<input type="checkbox"/> A6029 Other Commercial/Business Tort (not fraud/breach of contract)	1, 2, 3
	Civil Rights (08)	<input type="checkbox"/> A6005 Civil Rights/Discrimination	1, 2, 3
	Defamation (13)	<input type="checkbox"/> A6010 Defamation (slander/libel)	1, 2, 3
	Fraud (16)	<input type="checkbox"/> A6013 Fraud (no contract)	1, 2, 3
	Professional Negligence (25)	<input type="checkbox"/> A6017 Legal Malpractice <input type="checkbox"/> A6050 Other Professional Malpractice (not medical or legal)	1, 2, 3 1, 2, 3
	Other (35)	<input checked="" type="checkbox"/> A6025 Other Non-Personal Injury/Property Damage tort	1, 2, 3
Employment	Wrongful Termination (36)	<input type="checkbox"/> A6037 Wrongful Termination	1, 2, 3
	Other Employment (15)	<input type="checkbox"/> A6024 Other Employment Complaint Case <input type="checkbox"/> A6109 Labor Commissioner Appeals	1, 2, 3 10
Contract	Breach of Contract/ Warranty (06) (not insurance)	<input type="checkbox"/> A6004 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction) <input type="checkbox"/> A6008 Contract/Warranty Breach -Seller Plaintiff (no fraud/negligence) <input type="checkbox"/> A6019 Negligent Breach of Contract/Warranty (no fraud) <input type="checkbox"/> A6028 Other Breach of Contract/Warranty (not fraud or negligence)	2, 5 2, 5 1, 2, 5 1, 2, 5
	Collections (09)	<input type="checkbox"/> A6002 Collections Case-Seller Plaintiff <input type="checkbox"/> A6012 Other Promissory Note/Collections Case <input type="checkbox"/> A6034 Collections Case-Purchased Debt (Charged Off Consumer Debt Purchased on or after January 1, 2014)	5, 6, 11 5, 11 5, 6, 11
	Insurance Coverage (18)	<input type="checkbox"/> A6015 Insurance Coverage (not complex)	1, 2, 5, 8
	Other Contract (37)	<input type="checkbox"/> A6009 Contractual Fraud <input type="checkbox"/> A6031 Tortious Interference <input type="checkbox"/> A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)	1, 2, 3, 5 1, 2, 3, 5 1, 2, 3, 8, 9
	Eminent Domain/Inverse Condemnation (14)	<input type="checkbox"/> A7300 Eminent Domain/Condemnation      Number of parcels_____	2, 6
	Wrongful Eviction (33)	<input type="checkbox"/> A6023 Wrongful Eviction Case	2, 6
Real Property	Other Real Property (26)	<input type="checkbox"/> A6018 Mortgage Foreclosure <input type="checkbox"/> A6032 Quiet Title <input type="checkbox"/> A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure)	2, 6 2, 6 2, 6
	Unlawful Detainer-Commercial (31)	<input type="checkbox"/> A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)	6, 11
	Unlawful Detainer-Residential (32)	<input type="checkbox"/> A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	6, 11
Unlawful Detainer	Unlawful Detainer- Post-Foreclosure (34)	<input type="checkbox"/> A6020F Unlawful Detainer-Post-Foreclosure	2, 6, 11
	Unlawful Detainer-Drugs (38)	<input type="checkbox"/> A6022 Unlawful Detainer-Drugs	2, 6, 11

SHORT TITLE: STATE FARM v. CVS HEALTH SOLUTIONS, ET AL.	CASE NUMBER
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	<b>A</b> Civil Case Cover Sheet Category No.	<b>B</b> Type of Action (Check only one)	<b>C</b> Applicable Reasons - See Step 3 Above	
<b>Judicial Review</b>	Asset Forfeiture (05)	<input type="checkbox"/> A6108 Asset Forfeiture Case	2, 3, 6	
	Petition re Arbitration (11)	<input type="checkbox"/> A6115 Petition to Compel/Confirm/Vacate Arbitration	2, 5	
	Writ of Mandate (02)	<input type="checkbox"/> A6151 Writ - Administrative Mandamus <input type="checkbox"/> A6152 Writ - Mandamus on Limited Court Case Matter <input type="checkbox"/> A6153 Writ - Other Limited Court Case Review	2, 8 2 2	
	Other Judicial Review (39)	<input type="checkbox"/> A6150 Other Writ /Judicial Review	2, 8	
<b>Provisionally Complex Litigation</b>	Antitrust/Trade Regulation (03)	<input type="checkbox"/> A6003 Antitrust/Trade Regulation	1, 2, 8	
	Construction Defect (10)	<input type="checkbox"/> A6007 Construction Defect	1, 2, 3	
	Claims Involving Mass Tort (40)	<input type="checkbox"/> A6006 Claims Involving Mass Tort	1, 2, 8	
	Securities Litigation (28)	<input type="checkbox"/> A6035 Securities Litigation Case	1, 2, 8	
	Toxic Tort Environmental (30)	<input type="checkbox"/> A6036 Toxic Tort/Environmental	1, 2, 3, 8	
	Insurance Coverage Claims from Complex Case (41)	<input type="checkbox"/> A6014 Insurance Coverage/Subrogation (complex case only)	1, 2, 5, 8	
<b>Enforcement of Judgment</b>	Enforcement of Judgment (20)	<input type="checkbox"/> A6141 Sister State Judgment <input type="checkbox"/> A6160 Abstract of Judgment <input type="checkbox"/> A6107 Confession of Judgment (non-domestic relations) <input type="checkbox"/> A6140 Administrative Agency Award (not unpaid taxes) <input type="checkbox"/> A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax <input type="checkbox"/> A6112 Other Enforcement of Judgment Case	2, 5, 11 2, 6 2, 9 2, 8 2, 8 2, 8, 9	
	RICO (27)	<input type="checkbox"/> A6033 Racketeering (RICO) Case	1, 2, 8	
	Other Complaints (Not Specified Above) (42)	<input type="checkbox"/> A6030 Declaratory Relief Only <input type="checkbox"/> A6040 Injunctive Relief Only (not domestic/harassment) <input type="checkbox"/> A6011 Other Commercial Complaint Case (non-tort/non-complex) <input type="checkbox"/> A6000 Other Civil Complaint (non-tort/non-complex)	1, 2, 8 2, 8 1, 2, 8 1, 2, 8	
	Partnership Corporation Governance (21)	<input type="checkbox"/> A6113 Partnership and Corporate Governance Case	2, 8	
	<b>Miscellaneous Civil Petitions</b>	Other Petitions (Not Specified Above) (43)	<input type="checkbox"/> A6121 Civil Harassment With Damages <input type="checkbox"/> A6123 Workplace Harassment With Damages <input type="checkbox"/> A6124 Elder/Dependent Adult Abuse Case With Damages <input type="checkbox"/> A6190 Election Contest <input type="checkbox"/> A6110 Petition for Change of Name/Change of Gender <input type="checkbox"/> A6170 Petition for Relief from Late Claim Law <input type="checkbox"/> A6100 Other Civil Petition	2, 3, 9 2, 3, 9 2, 3, 9 2 2, 7 2, 3, 8 2, 9

SHORT TITLE: STATE FARM v. CVS HEALTH SOLUTIONS, ET AL.	CASE NUMBER
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**Step 4: Statement of Reason and Address:** Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected. Enter the address which is the basis for the filing location, including zip code. (No address required for class action cases).

<b>REASON:</b> <input type="checkbox"/> 1. <input type="checkbox"/> 2. <input checked="" type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10. <input type="checkbox"/> 11.			<b>ADDRESS:</b> 17350 Raymer St.
<b>CITY:</b> Northridge	<b>STATE:</b> CA	<b>ZIP CODE:</b> 91325	

**Step 5: Certification of Assignment:** I certify that this case is properly filed in the North Valley District of the Superior Court of California, County of Los Angeles [Code Civ. Proc., §392 et seq., and Local Rule 2.3(a)(1)(E)].

Dated: 4/26/22


(SIGNATURE OF ATTORNEY/FILING PARTY)

**PLEASE HAVE THE FOLLOWING ITEMS COMPLETED AND READY TO BE FILED IN ORDER TO PROPERLY COMMENCE YOUR NEW COURT CASE:**

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk.
3. Civil Case Cover Sheet, Judicial Council form CM-010.
4. Civil Case Cover Sheet Addendum and Statement of Location form, LACIV 109, LASC Approved 03-04 (Rev. 02/16).
5. Payment in full of the filing fee, unless there is court order for waiver, partial or scheduled payments.
6. A signed order appointing the Guardian ad Litem, Judicial Council form CIV-010, if the plaintiff or petitioner is a minor under 18 years of age will be required by Court in order to issue a summons.
7. Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the summons and complaint, or other initiating pleading in the case.

<b>SUPERIOR COURT OF CALIFORNIA</b> <b>COUNTY OF LOS ANGELES</b>		Reserved for Clerk's File Stamp  <div style="text-align: center;"> <b>FILED</b>          Superior Court of California          County of Los Angeles  <b>04/26/2022</b>          Sherri R. Carter, Executive Officer / Clerk of Court          By <u>S. Reyna</u> Deputy       </div>
COURTHOUSE ADDRESS: Chatsworth Courthouse 9425 Penfield Avenue, Chatsworth, CA 91311		
<b>NOTICE OF CASE ASSIGNMENT</b>  <b>UNLIMITED CIVIL CASE</b>		
Your case is assigned for all purposes to the judicial officer indicated below.		CASE NUMBER: <b>22CHCV00288</b>

**THIS FORM IS TO BE SERVED WITH THE SUMMONS AND COMPLAINT**

ASSIGNED JUDGE	DEPT	ROOM		ASSIGNED JUDGE	DEPT	ROOM
✓ Stephen P. Pfahler	F49					

Given to the Plaintiff/Cross-Complainant/Attorney of Record

Sherri R. Carter, Executive Officer / Clerk of Court

on 04/26/2022  
 (Date)

By S. Reyna, Deputy Clerk

## **INSTRUCTIONS FOR HANDLING UNLIMITED CIVIL CASES**

The following critical provisions of the California Rules of Court, Title 3, Division 7, as applicable in the Superior Court, are summarized for your assistance.

### **APPLICATION**

The Division 7 Rules were effective January 1, 2007. They apply to all general civil cases.

### **PRIORITY OVER OTHER RULES**

The Division 7 Rules shall have priority over all other Local Rules to the extent the others are inconsistent.

### **CHALLENGE TO ASSIGNED JUDGE**

A challenge under Code of Civil Procedure Section 170.6 must be made within 15 days after notice of assignment for all purposes to a judge, or if a party has not yet appeared, within 15 days of the first appearance.

### **TIME STANDARDS**

Cases assigned to the Independent Calendaring Courts will be subject to processing under the following time standards:

### **COMPLAINTS**

All complaints shall be served within 60 days of filing and proof of service shall be filed within 90 days.

### **CROSS-COMPLAINTS**

Without leave of court first being obtained, no cross-complaint may be filed by any party after their answer is filed. Cross-complaints shall be served within 30 days of the filing date and a proof of service filed within 60 days of the filing date.

### **STATUS CONFERENCE**

A status conference will be scheduled by the assigned Independent Calendar Judge no later than 270 days after the filing of the complaint. Counsel must be fully prepared to discuss the following issues: alternative dispute resolution, bifurcation, settlement, trial date, and expert witnesses.

### **FINAL STATUS CONFERENCE**

The Court will require the parties to attend a final status conference not more than 10 days before the scheduled trial date. All parties shall have motions in limine, bifurcation motions, statements of major evidentiary issues, dispositive motions, requested form jury instructions, special jury instructions, and special jury verdicts timely filed and served prior to the conference. These matters may be heard and resolved at this conference. At least five days before this conference, counsel must also have exchanged lists of exhibits and witnesses, and have submitted to the court a brief statement of the case to be read to the jury panel as required by Chapter Three of the Los Angeles Superior Court Rules.

### **SANCTIONS**

The court will impose appropriate sanctions for the failure or refusal to comply with Chapter Three Rules, orders made by the Court, and time standards or deadlines established by the Court or by the Chapter Three Rules. Such sanctions may be on a party, or if appropriate, on counsel for a party.

**This is not a complete delineation of the Division 7 or Chapter Three Rules, and adherence only to the above provisions is therefore not a guarantee against the imposition of sanctions under Trial Court Delay Reduction. Careful reading and compliance with the actual Chapter Rules is imperative.**

### **Class Actions**

Pursuant to Local Rule 2.3, all class actions shall be filed at the Stanley Mosk Courthouse and are randomly assigned to a complex judge at the designated complex courthouse. If the case is found not to be a class action it will be returned to an Independent Calendar Courtroom for all purposes.

### **\*Provisionally Complex Cases**

Cases filed as provisionally complex are initially assigned to the Supervising Judge of complex litigation for determination of complex status. If the case is deemed to be complex within the meaning of California Rules of Court 3.400 et seq., it will be randomly assigned to a complex judge at the designated complex courthouse. If the case is found not to be complex, it will be returned to an Independent Calendar Courtroom for all purposes.



## Superior Court of California, County of Los Angeles

### **ALTERNATIVE DISPUTE RESOLUTION (ADR) INFORMATION PACKAGE**

**THE PLAINTIFF MUST SERVE THIS ADR INFORMATION PACKAGE ON EACH PARTY WITH THE COMPLAINT.**

**CROSS-COMPLAINANTS** must serve this ADR Information Package on any new parties named to the action with the cross-complaint.

#### **What is ADR?**

ADR helps people find solutions to their legal disputes without going to trial. The main types of ADR are negotiation, mediation, arbitration, and settlement conferences. When ADR is done by phone, videoconference or computer, it may be called Online Dispute Resolution (ODR). These alternatives to litigation and trial are described below.

#### **Advantages of ADR**

- **Saves Time:** ADR is faster than going to trial.
- **Saves Money:** Parties can save on court costs, attorney's fees, and witness fees.
- **Keeps Control** (with the parties): Parties choose their ADR process and provider for voluntary ADR.
- **Reduces Stress/Protects Privacy:** ADR is done outside the courtroom, in private offices, by phone or online.

#### **Disadvantages of ADR**

- **Costs:** If the parties do not resolve their dispute, they may have to pay for ADR and litigation and trial.
- **No Public Trial:** ADR does not provide a public trial or a decision by a judge or jury.

#### **Main Types of ADR:**

1. **Negotiation:** Parties often talk with each other in person, or by phone or online about resolving their case with a settlement agreement instead of a trial. If the parties have lawyers, they will negotiate for their clients.
2. **Mediation:** In mediation, a neutral mediator listens to each person's concerns, helps them evaluate the strengths and weaknesses of their case, and works with them to try to create a settlement agreement that is acceptable to all. Mediators do not decide the outcome. Parties may go to trial if they decide not to settle.

#### **Mediation may be appropriate when the parties**

- want to work out a solution but need help from a neutral person.
- have communication problems or strong emotions that interfere with resolution.

#### **Mediation may not be appropriate when the parties**

- want a public trial and want a judge or jury to decide the outcome.
- lack equal bargaining power or have a history of physical/emotional abuse.



### How to arrange mediation in Los Angeles County

Mediation for civil cases is voluntary and parties may select any mediator they wish. Options include:

**a. The Civil Mediation Vendor Resource List**

If all parties agree to mediation, they may contact these organizations to request a "Resource List Mediation" for mediation at reduced cost or no cost (for selected cases):

- ADR Services, Inc. Case Manager [patricia@adrservices.com](mailto:patricia@adrservices.com) (310) 201-0010 (Ext. 261)
- JAMS, Inc. Senior Case Manager [mbinder@jamsadr.com](mailto:mbinder@jamsadr.com) (310) 309-6204
- Mediation Center of Los Angeles (MCLA) Program Manager [info@mediationLA.org](mailto:info@mediationLA.org) (833) 476-9145
  - o Only MCLA provides mediation in person, by phone and by videoconference.

**These organizations cannot accept every case and they may decline cases at their discretion.**

Visit [www.lacourt.org/ADR/Res.List](http://www.lacourt.org/ADR/Res.List) for important information and FAQs before contacting them.

NOTE: This program does not accept family law, probate, or small claims cases.

**b. Los Angeles County Dispute Resolution Programs**

<https://wdacs.lacounty.gov/programs/drp/>

- Small claims, unlawful detainers (evictions) and, at the Spring Street Courthouse, limited civil:
  - o Free, day-of-trial mediations at the courthouse. No appointment needed.
  - o Free or low-cost mediations before the day of trial.
  - o For free or low-cost Online Dispute Resolution (ODR) by phone or computer before the day of trial visit <http://www.lacourt.org/division/smallclaims/pdf/OnlineDisputeResolutionFlyer-EngSpan.pdf>

**c. Mediators and ADR and Bar organizations that provide mediation may be found on the Internet.**

3. **Arbitration:** Arbitration is less formal than trial, but like trial, the parties present evidence and arguments to the person who decides the outcome. In "binding" arbitration, the arbitrator's decision is final; there is no right to trial. In "nonbinding" arbitration, any party can request a trial after the arbitrator's decision. For more information about arbitration, visit <http://www.courts.ca.gov/programs-adr.htm>
4. **Mandatory Settlement Conferences (MSC):** MSCs are ordered by the Court and are often held close to the trial date or on the day of trial. The parties and their attorneys meet with a judge or settlement officer who does not make a decision but assists the parties in evaluating the strengths and weaknesses of the case and in negotiating a settlement. For information about the Court's MSC programs for civil cases, visit <http://www.lacourt.org/division/civil/CI0047.aspx>

Los Angeles Superior Court ADR website: <http://www.lacourt.org/division/civil/CI0109.aspx>

For general information and videos about ADR, visit <http://www.courts.ca.gov/programs-adr.htm>



2019-GEN-014-00

**FILED**  
 Superior Court of California  
 County of Los Angeles

MAY 03 2019

Sherri R. Carter, Executive Officer/Clerk

By Rizalinda Mina, Deputy  
Rizalinda Mina

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
 FOR THE COUNTY OF LOS ANGELES

IN RE LOS ANGELES SUPERIOR COURT ) FIRST AMENDED GENERAL ORDER  
 – MANDATORY ELECTRONIC FILING )  
 FOR CIVIL )

On December 3, 2018, the Los Angeles County Superior Court mandated electronic filing of all documents in Limited Civil cases by litigants represented by attorneys. On January 2, 2019, the Los Angeles County Superior Court mandated electronic filing of all documents filed in Non-Complex Unlimited Civil cases by litigants represented by attorneys. (California Rules of Court, rule 2.253(b).) All electronically filed documents in Limited and Non-Complex Unlimited cases are subject to the following:

1) DEFINITIONS

- a) **“Bookmark”** A bookmark is a PDF document navigational tool that allows the reader to quickly locate and navigate to a designated point of interest within a document.
- b) **“Efiling Portal”** The official court website includes a webpage, referred to as the efiling portal, that gives litigants access to the approved Electronic Filing Service Providers.
- c) **“Electronic Envelope”** A transaction through the electronic service provider for submission of documents to the Court for processing which may contain one or more PDF documents attached.
- d) **“Electronic Filing”** Electronic Filing (eFiling) is the electronic transmission to a Court of a document in electronic form. (California Rules of Court, rule 2.250(b)(7).)

1 e) **“Electronic Filing Service Provider”** An Electronic Filing Service Provider (EFSP) is a  
2 person or entity that receives an electronic filing from a party for retransmission to the Court.  
3 In the submission of filings, the EFSP does so on behalf of the electronic filer and not as an  
4 agent of the Court. (California Rules of Court, rule 2.250(b)(8).)

5 f) **“Electronic Signature”** For purposes of these local rules and in conformity with Code of  
6 Civil Procedure section 17, subdivision (b)(3), section 34, and section 1010.6, subdivision  
7 (b)(2), Government Code section 68150, subdivision (g), and California Rules of Court, rule  
8 2.257, the term “Electronic Signature” is generally defined as an electronic sound, symbol, or  
9 process attached to or logically associated with an electronic record and executed or adopted  
10 by a person with the intent to sign the electronic record.

11 g) **“Hyperlink”** An electronic link providing direct access from one distinctively marked place  
12 in a hypertext or hypermedia document to another in the same or different document.

13 h) **“Portable Document Format”** A digital document format that preserves all fonts,  
14 formatting, colors and graphics of the original source document, regardless of the application  
15 platform used.

16 2) **MANDATORY ELECTRONIC FILING**

17 a) **Trial Court Records**

18 Pursuant to Government Code section 68150, trial court records may be created, maintained,  
19 and preserved in electronic format. Any document that the Court receives electronically must  
20 be clerically processed and must satisfy all legal filing requirements in order to be filed as an  
21 official court record (California Rules of Court, rules 2.100, et seq. and 2.253(b)(6)).

22 b) **Represented Litigants**

23 Pursuant to California Rules of Court, rule 2.253(b), represented litigants are required to  
24 electronically file documents with the Court through an approved EFSP.

25 c) **Public Notice**

26 The Court has issued a Public Notice with effective dates the Court required parties to  
27 electronically file documents through one or more approved EFSPs. Public Notices containing  
28 effective dates and the list of EFSPs are available on the Court’s website, at [www.lacourt.org](http://www.lacourt.org).

1 d) Documents in Related Cases

2 Documents in related cases must be electronically filed in the eFiling portal for that case type if  
3 electronic filing has been implemented in that case type, regardless of whether the case has  
4 been related to a Civil case.

5 3) EXEMPT LITIGANTS

6 a) Pursuant to California Rules of Court, rule 2.253(b)(2), self-represented litigants are exempt  
7 from mandatory electronic filing requirements.

8 b) Pursuant to Code of Civil Procedure section 1010.6, subdivision (d)(3) and California Rules of  
9 Court, rule 2.253(b)(4), any party may make application to the Court requesting to be excused  
10 from filing documents electronically and be permitted to file documents by conventional  
11 means if the party shows undue hardship or significant prejudice.

12 4) EXEMPT FILINGS

13 a) The following documents shall not be filed electronically:

14 i) Peremptory Challenges or Challenges for Cause of a Judicial Officer pursuant to Code of  
15 Civil Procedure sections 170.6 or 170.3;

16 ii) Bonds/Undertaking documents;

17 iii) Trial and Evidentiary Hearing Exhibits

18 iv) Any ex parte application that is filed concurrently with a new complaint including those  
19 that will be handled by a Writs and Receivers department in the Mosk courthouse; and

20 v) Documents submitted conditionally under seal. The actual motion or application shall be  
21 electronically filed. A courtesy copy of the electronically filed motion or application to  
22 submit documents conditionally under seal must be provided with the documents  
23 submitted conditionally under seal.

24 b) Lodgments

25 Documents attached to a Notice of Lodgment shall be lodged and/or served conventionally in  
26 paper form. The actual document entitled, "Notice of Lodgment," shall be filed electronically.

27 //

28 //

1 5) **ELECTRONIC FILING SYSTEM WORKING PROCEDURES**

2 Electronic filing service providers must obtain and manage registration information for persons  
3 and entities electronically filing with the court.

4 6) **TECHNICAL REQUIREMENTS**

5 a) Electronic documents must be electronically filed in PDF, text searchable format when  
6 technologically feasible without impairment of the document's image.

7 b) The table of contents for any filing must be bookmarked.

8 c) Electronic documents, including but not limited to, declarations, proofs of service, and  
9 exhibits, must be bookmarked within the document pursuant to California Rules of Court, rule  
10 3.1110(f)(4). Electronic bookmarks must include links to the first page of each bookmarked  
11 item (e.g. exhibits, declarations, deposition excerpts) and with bookmark titles that identify the  
12 bookedmarked item and briefly describe the item.

13 d) Attachments to primary documents must be bookmarked. Examples include, but are not  
14 limited to, the following:

15 i) Depositions;

16 ii) Declarations;

17 iii) Exhibits (including exhibits to declarations);

18 iv) Transcripts (including excerpts within transcripts);

19 v) Points and Authorities;

20 vi) Citations; and

21 vii) Supporting Briefs.

22 e) Use of hyperlinks within documents (including attachments and exhibits) is strongly  
23 encouraged.

24 f) **Accompanying Documents**

25 Each document accompanying a single pleading must be electronically filed as a separate  
26 digital PDF document.

27 g) **Multiple Documents**

28 Multiple documents relating to one case can be uploaded in one envelope transaction.

1 h) Writs and Abstracts

2 Writs and Abstracts must be submitted as a separate electronic envelope.

3 i) Sealed Documents

4 If and when a judicial officer orders documents to be filed under seal, those documents must be  
5 filed electronically (unless exempted under paragraph 4); the burden of accurately designating  
6 the documents as sealed at the time of electronic submission is the submitting party's  
7 responsibility.

8 j) Redaction

9 Pursuant to California Rules of Court, rule 1.201, it is the submitting party's responsibility to  
10 redact confidential information (such as using initials for names of minors, using the last four  
11 digits of a social security number, and using the year for date of birth) so that the information  
12 shall not be publicly displayed.

13 7) ELECTRONIC FILING SCHEDULE

14 a) Filed Date

15 i) Any document received electronically by the court between 12:00 am and 11:59:59 pm  
16 shall be deemed to have been effectively filed on that court day if accepted for filing. Any  
17 document received electronically on a non-court day, is deemed to have been effectively  
18 filed on the next court day if accepted. (California Rules of Court, rule 2.253(b)(6); Code  
19 Civ. Proc. § 1010.6(b)(3).)

20 ii) Notwithstanding any other provision of this order, if a digital document is not filed in due  
21 course because of: (1) an interruption in service; (2) a transmission error that is not the  
22 fault of the transmitter; or (3) a processing failure that occurs after receipt, the Court may  
23 order, either on its own motion or by noticed motion submitted with a declaration for Court  
24 consideration, that the document be deemed filed and/or that the document's filing date  
25 conform to the attempted transmission date.

26 8) EX PARTE APPLICATIONS

27 a) Ex parte applications and all documents in support thereof must be electronically filed no later  
28 than 10:00 a.m. the court day before the ex parte hearing.

b) Any written opposition to an ex parte application must be electronically filed by 8:30 a.m. the day of the ex parte hearing. A printed courtesy copy of any opposition to an ex parte application must be provided to the court the day of the ex parte hearing.

9) PRINTED COURTESY COPIES

a) For any filing electronically filed two or fewer days before the hearing, a courtesy copy must be delivered to the courtroom by 4:30 p.m. the same business day the document is efiled. If the efiled is submitted after 4:30 p.m., the courtesy copy must be delivered to the courtroom by 10:00 a.m. the next business day.

b) Regardless of the time of electronic filing, a printed courtesy copy (along with proof of electronic submission) is required for the following documents:

- i) Any printed document required pursuant to a Standing or General Order;
- ii) Pleadings and motions (including attachments such as declarations and exhibits) of 26 pages or more;
- iii) Pleadings and motions that include points and authorities;
- iv) Demurrers;
- v) Anti-SLAPP filings, pursuant to Code of Civil Procedure section 425.16;
- vi) Motions for Summary Judgment/Adjudication; and
- vii) Motions to Compel Further Discovery.

c) Nothing in this General Order precludes a Judicial Officer from requesting a courtesy copy of additional documents. Courtroom specific courtesy copy guidelines can be found at [www.lacourt.org](http://www.lacourt.org) on the Civil webpage under "Courtroom Information."

10) WAIVER OF FEES AND COSTS FOR ELECTRONICALLY FILED DOCUMENTS

a) Fees and costs associated with electronic filing must be waived for any litigant who has received a fee waiver. (California Rules of Court, rules 2.253(b)(1), 2.258(b), Code Civ. Proc. § 1010.6(d)(2).)

b) Fee waiver applications for waiver of court fees and costs pursuant to Code of Civil Procedure section 1010.6, subdivision (b)(6), and California Rules of Court, rule 2.252(f), may be electronically filed in any authorized action or proceeding.

2019-GEN-014-00

11) SIGNATURES ON ELECTRONIC FILING

For purposes of this General Order, all electronic filings must be in compliance with California Rules of Court, rule 2.257. This General Order applies to documents filed within the Civil Division of the Los Angeles County Superior Court.

This First Amended General Order supersedes any previous order related to electronic filing, and is effective immediately, and is to remain in effect until otherwise ordered by the Civil Supervising Judge and/or Presiding Judge.

DATED: May 3, 2019



*Kevin C. Brazile*  
KEVIN C. BRAZILE  
Presiding Judge

GEN-16-Limited Jurisdiction Portal-PS

**FILED**  
Superior Court of California  
County of Los Angeles

**JUN 29 2016**

Sherri R. Carter, Executive Officer/Clerk

By Rizellinda Minn, Deputy  
Rizellinda Minn

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF LOS ANGELES**

In re Limited Jurisdiction Civil Cases  
Calendared in the Los Angeles County  
Superior Court

GENERAL ORDER RE LIMITED  
JURISDICTION CIVIL PROCEDURES:  
NOTICE OF WEB PORTAL  
AVAILABILITY FOR INTERPRETER  
REQUESTS  
(Effective July 11, 2016)

**TO EACH PARTY:**

In order to expedite the availability of interpreters at hearings on limited jurisdiction civil cases, **IT IS HEREBY ORDERED** that each limited jurisdiction civil plaintiff shall, along with the complaint and other required documents, serve all named defendants with the *Notice of the Availability of Web Portal for Interpreter Requests*; this notice informs the litigants that the Los Angeles County Superior Court provides interpreter services in limited jurisdiction civil cases at no cost to parties with limited English proficiency and that Spanish language interpreters are available in courtrooms where limited jurisdiction civil hearings are held. The notice will be provided to the plaintiff at the time the limited jurisdiction civil action is filed, if filed at the clerk's office, and will also be posted on the Los Angeles County Superior Court internet website (<http://www.lacourt.org/>). Plaintiff(s) must then indicate service of the *Notice of Availability of Web Portal for Interpreter Requests* on line 2(f) of the Proof of Service of Summons form (POS-010).

Effective immediately, this General Order is to remain in effect until otherwise ordered by the Presiding Judge.

DATED: June 29, 2016



Carolyn B. Kuhl  
CAROLYN B. KUHL  
Presiding Judge

**GENERAL ORDER – LIMITED JURISDICTION CIVIL PORTAL**



**Notice of Availability of Limited Civil Jurisdiction Web Portal for Interpreter Requests**

The Los Angeles Superior Court provides interpreter services at no cost to parties with limited English proficiency in Limited Civil Jurisdiction hearings. Spanish interpreters are available at all courthouse locations. Therefore, it is not necessary to request a Spanish language interpreter in advance. If you require a Spanish interpreter, please let the courtroom staff know about your need on the day of your hearing. Limited English proficient individuals who speak a language other than Spanish may request an interpreter in advance of their court hearing via the Court's Web Portal for Interpreter Requests <http://www.lacourt.org/irud/UI/index.aspx>. While the Court will make every effort to locate an interpreter for the date and time of your hearing, it cannot guarantee that one will be immediately available. If you have general questions about language access services, please contact us at [LanguageAccess@LACOURT.org](mailto:LanguageAccess@LACOURT.org).

**Մանուցագիր սահմանափակ իրավասության քաղաքացիական գործերով թարգմանչական ծառայության խնդրանք  
ներկայացնելու համար նախատեսված առցանց դարպասի ստեղծման մասին**

Լոս Անջելեսի Առաջին ստորին դատարանն անվճար թարգմանչական ծառայություններ է տրամադրում սահմանափակ իրավասության քաղաքացիական վարույթների՝ անգլերենի սահմանափակ իմացություն ունեցող կողմերին: Իրականում թարգմանչի առկայությունը բոլոր դատարաններում ապահովված է: Ուստի, խստորեն թարգմանչի հայտ նախադրող ներկայացնել անհրաժեշտ չէ: Եթե իսպաներենի թարգմանչի կարիք ունեք, այդ խնդրում ենք այդ մասին Ձեր լսման օրը տեղեկացնել դատարանի դահլիճի անձնակազմին: Անգլերենի սահմանափակ իմացություն ունեցող անձինք, ովքեր խոսում են իսպաներենից բացի այլ մեկ այլ լեզվով, կարող են թարգմանչի խնդրանք ներկայացնել նախօրոք՝ նախքան իրենց լսման օրը, Դատարանի Թարգմանչական ծառայության խնդրանքների համար նախատեսված առցանց դարպասի միջոցով <http://www.lacourt.org/irud/UI/index.aspx>: Թեև դատարանն ամեն ինչ կանի Ձեր լսման օրն ու ժամին թարգմանչի ներկայություն ապահովելու համար, սակայն դատարանը չի կրաշխատում, որ նման ներկայություն անմիջապես նկարագրող կլինի ասպիտով: Լեզվական մատչելիության ծառայություններին վկայելու հարցերով խնդրում ենք դիմել [LanguageAccess@LACOURT.org](mailto:LanguageAccess@LACOURT.org):

**关于小额索赔传译员申请门户的可用性通知**

在小额索赔庭市中，洛杉矶高等法院为英语能力有限的各方人士提供免费传译员服务。在举行小额索赔庭审的所有法庭中，均有现成的西班牙语传译员。如果您需要西班牙语传译员，请在您的庭审当日将您的需求告知法庭工作人员。在庭审前，英语能力有限的非西班牙语人士可通过法院的传译员申请网络门户 <http://www.lacourt.org/irud/UI/index.aspx> 提前申请传译员。法院会尽力按您的庭审日期和时间安排传译员，但法院无法保证能够即时提供传译员。如果您有关于语言服务的疑问，请联系 [LanguageAccess@LACourt.org](mailto:LanguageAccess@LACourt.org)

**통역사 신청을 위한 소액 청구 웹 포털 이용 통지**

로스앤젤레스 상급법원은 소액 청구 심리에서 영어가 능숙하지 않은 당사자들에게 대해 통역 서비스를 무료로 제공합니다. 스페인어 통역사는 소액 청구 심리가 열리는 모든 법정에서 손쉽게 제공할 수 있습니다. 스페인어 통역사가 필요한 경우에는 심리가 열리는 날에 법정 직원에게 알려 주십시오. 스페인어가 아닌 다른 언어를 사용하고 영어가 능숙하지 않은 개인들은 통역사 신청을 위한 법원 웹 포털을 통해서 재판일 전에 통역사를 신청할 수 있습니다 <http://www.lacourt.org/irud/UI/index.aspx>. 법원은 심리 날짜와 시간에 통역사들 찾기 위해 모든 노력을 기울일 것이나, 통역사들 즉시 제공한다는 것을 보장할 수 없습니다. 언어 접근 서비스에 대한 질문이 있으시면, 다음의 이메일 주소로 연락해 주십시오: [LanguageAccess@LACourt.org](mailto:LanguageAccess@LACourt.org).

**Aviso de disponibilidad del Portal web para jurisdicción limitada civil para solicitar intérpretes**

La corte superior de Los Angeles brinda servicios de intérprete sin cargo para audiencias de jurisdicción limitada civil a las partes que tienen conocimientos limitados de inglés. Se dispone de intérpretes de español en todos los juzgados. Por lo tanto, no es necesario pedir un intérprete de español por adelantado. Si necesita un intérprete de español, infórmele al personal de la sala del juzgado el día de su audiencia. Los individuos con conocimientos limitados de inglés que hablan un idioma que no sea el español pueden solicitar un intérprete antes de la audiencia en la corte por medio del Portal web de la corte para solicitar intérpretes <http://www.lacourt.org/irud/UI/index.aspx>. La corte hará el mayor esfuerzo posible para programar un intérprete para la fecha y hora de su audiencia; sin embargo, no le podemos garantizar de que haya uno disponible en forma inmediata. Si tiene preguntas generales sobre los servicios de acceso lingüístico, envíe un mensaje a [LanguageAccess@LACourt.org](mailto:LanguageAccess@LACourt.org).

**Thông Báo về Cổng Web Thẩm Quyền Hộ Sở Giới Hạn để Xin Cung Cấp Thông Dịch Viên**

Tòa Thượng Thẩm Los Angeles cung cấp dịch vụ thông dịch viên miễn phí cho những bên kiện có khả năng Anh Ngữ giới hạn trong những phiên tòa có thẩm quyền Hộ Sở Giới Hạn. Có sẵn thông dịch viên tiếng Tây Ban Nha tại tất cả các tòa. Do đó, không cần phải xin cung cấp thông dịch viên tiếng Tây Ban Nha trước. Nếu quý vị cần thông dịch viên tiếng Tây Ban Nha, xin cho nhân viên phòng xử biết về nhu cầu của quý vị vào ngày quý vị ra tòa. Người có khả năng Anh Ngữ giới hạn và nói một ngôn ngữ không phải tiếng Tây Ban Nha có thể xin cung cấp thông dịch viên trước ngày có phiên tòa của họ qua Cổng Web của Tòa cho Các Yêu Cầu Cung Cấp Thông Dịch Viên <http://www.lacourt.org/irud/UI/index.aspx>. Tuy tòa sẽ nỗ lực để tìm một thông dịch viên cho ngày giờ phiên tòa của quý vị, tòa không thể bảo đảm sẽ có ngay. Nếu quý vị có thắc mắc tổng quát về các dịch vụ ngôn ngữ, xin liên lạc với chúng tôi tại [LanguageAccess@LACOURT.org](mailto:LanguageAccess@LACOURT.org).